

Inventors: David G. Burton and Christopher G. Dixon

Title of Appln.: MEDICAL BALLOON WITH ENLARGED TRANSITIONAL RADII

**POWER OF ATTORNEY BY ASSIGNEE
AND CORRESPONDENCE ADDRESS INDICATION**

The specification of the above-identified patent application:

- ☐ is attached hereto.
☒ was filed on September 19, 2006 as U.S. application No. 10/593,376.

Cook Incorporated, a corporation existing under the laws of the state of Indiana, ("ASSIGNEE") certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

- ☒ An assignment from the inventor(s) of the patent application identified above, a copy of which was recorded in the Patent and Trademark Office at Reel , frame , or a copy thereof is attached; OR
- ☐ A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:
1. From to .
The document was recorded in the Patent and Trademark Office at Reel , Frame , or a copy thereof is attached.
 2. From to .
The document was recorded in the Patent and Trademark Office at Reel , Frame , or a copy of which is attached.
- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

ASSIGNEE hereby revokes all previously granted powers of attorney in the above identified patent application and appoints the Practitioners associated with the following Customer Number as its attorneys, with full power of substitution and revocation, to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent(s), to transact all business in the United States Patent and Trademark Office connected therewith, and to act on ASSIGNEE'S behalf before the competent International Authorities in connection with any and all international applications filed by ASSIGNEE:

Customer No. 48003-COOK

Please recognize or change the correspondence address for this application to the address associated with the above-mentioned Customer Number. Please direct all telephonic and facsimile communications to:

Richard E. Stanley, Jr.
Tel.: (312) 321-4200; Fax: (312) 321-4299

The undersigned hereby authorizes the Practitioners associated with the above Customer Number to accept and follow instructions from Cook Incorporated as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between the Practitioners and the undersigned. In the event of a change in the persons from whom instructions may be taken, the Practitioners will be so notified by the undersigned.

The undersigned (whose title is supplied below) is empowered to act on behalf of ASSIGNEE.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signature: Thomas A. Osborne Date: Mar. 9, 2007
Name: Thomas A. Osborne
Title: Sr. Vice President of IP Growth and Development

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying Party(ies)/Execution Date:

DAVID G. BURTON - 3-8-07
CHRISTOPHER G. DIXON - 3-7-07

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and Address of receiving Party(ies):

Name: COOK INCORPORATED

Internal Address:

Street Address: 750 N. Daniels Way

City: Bloomington

State: Indiana

Country: U.S.A. Zip: 47404

Additional name(s) and addresses attached? ☐ Yes ☒ No**3. Nature of Conveyance:**

Execution Date(s): David G. Burton - March 8, 2007; Christopher G. Dixon - March 7, 2007

- ☒ Assignment
 ☐ Change of Name
 ☐ Executive Order 9424, Confirmatory License
☐ Security Agreement
 ☐ Merger
 ☐ Joint Research Agreement
☐ Government Interest Assignment
 ☐ Other

4. Application or patent number(s).☐ This document is being filed together with a new application.

A. Patent Application No.(s)

USPN: 10/593,376 filed Sept. 19, 2006

MEDICAL BALLOON WITH ENLARGED TRANSITIONAL
RADII - David G. Burton and Christopher G. Dixon

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312) 321-4200
(312) 321-4299 Fax

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41)****\$ 40**

- ☐ Authorized to be charged by credit card.
☒ Authorized to be charged to Deposit Account No. 23-1925.

8. Payment Information:

- a. ☐ Credit Card: Last 4 Numbers
Expiration Date
 b. ☒ Charge fee and/or any Deficiencies to Deposit
 Account Number: 23-1925
 Authorized User Name: Brinks Hofer Gilson & Lione

9. Signature:

Signature
Richard E. Stanley, Jr.
Name of Person Signing

May 23, 2007

Date

Total number of pages including cover
sheet, attachments, and documents: 5

ASSIGNMENT AND AGREEMENT

For value received, I, David G. Burton, residing at 804 Glen Arbor Way, Bloomington, Indiana, 47403, U.S.A., and I, Christopher G. Dixon, residing at 1018 Graywell Drive, Bloomington, Indiana 47401, U.S.A., hereby sell, assign, and transfer to **Cook Incorporated**, a corporation of the State of Indiana, having an office at 750 N. Daniels Way, Bloomington, IN, 47404, U.S.A., and its successors, assigns and legal representatives, hereinafter collectively "Cook," the entire right, title and interest, for the United States of America, in and to certain inventions related to "MEDICAL BALLOON WITH ENLARGED TRANSITIONAL RADII" described in U.S. Provisional Application Serial No. 60/558,622, filed on March 31, 2004, and PCT/US2005/010534, filed on March 29, 2005, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 10/593,376 filed on September 19, 2006, and all the rights and privileges in said applications and under any and all Letters Patent or any continuation, division, renewal, or substitute thereof, and any reissue or re-examination thereof that may be granted in the United States for said inventions, together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents. We also concurrently hereby sell, assign and transfer to Cook the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the applications aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize Cook to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Cook to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to Cook in the United States and in all countries foreign to the United States, or to such nominees as Cook may designate.

We agree that, when requested, we shall, without charge to Cook but at their expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

March 8, 2007

David G. Burton
David G. Burton

DATED:

March 7, 2007

Christopher G. Dixon
Christopher G. Dixon

STATE OF Indiana) ss.
COUNTY Monroe }
OF

I, Christine Humphrey, A Notary Public in and for the County and State aforesaid, do hereby certify that David G. Burton, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 8 day of March 2007.

Christine Humphrey
Notary Public

(SEAL)

My Commission Expires: July 2, 2009

STATE OF Indiana)
COUNTY Monroe) ss.
OF

I, Christine Humphrey, A Notary Public in and for the County and State aforesaid, do hereby certify that Christopher G. Dixon, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 7 d ay of March 2007.

Christine Humphrey
Notary Public

(SEAL)

My Commission Expires: July 2, 2009